

James Gorman

From: Bill Johnson
Sent: Monday, November 06, 2006 3:26 PM
To: 'steven@lachterman.com'
Subject: Elan Feldman

Dear Mr. Lachterman:

I appreciate you speaking with me concerning Florida Sol. I have now spoken with my client representatives, and they have asked me to prepare a packet to send to you about this claim.

The very short version of the facts is that your client, pursuant to a service agreement with Comcast, ran the cable across a warehouse in order to service a Comcast customer (a Mexican restaurant). Florida Sol attached the cable directly to this warehouse roof and did so without permission. Ultimately, winds whipped the cable around causing the attachments to impact the integrity of the roof resulting in what the owner describes as severe property damage. I will freely admit that the value of this claim tends to vary somewhat based on when you speak with Mr. Feldman (the owner of the warehouse), but I have seen values of over \$1.5 million claimed.

I am going to prepare you a packet of information on this claim. I am not really sure why this was not followed up on after the initial contact, but I certainly need to do so at this point. Given the length of this claim to indicate that Mr. Feldman wants this put "on the front burner" is an extreme understatement.

Thank you for your kind attention to this matter.

Thanks,

Bill Johnson

William R. Johnson
Moore Ingram Johnson & Steele, LLP.
192 Anderson Street
Marietta, GA 30060
770-429-1499 [phone]
770-429-8631 [fax]
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Donna Gorman

From: Bill Johnson
Sent: Monday, November 05, 2012 3:16 PM
To: 'steven@lechterman.com'
Subject: Ben Feldman

Dear Mr. Lechterman:

I appreciate you speaking with me concerning Florida Sol. I have now spoken with my client representatives, and they have asked me to prepare a packet to send to you about this claim.

The very short version of the facts is that your client, pursuant to a service agreement with Comcast, ran the cable across a warehouse in order to service a Comcast customer (a Mexican restaurant). Florida Sol attached the cable directly to this warehouse roof and did so without permission. Ultimately, winds whipped the cable around causing the attachments to impact the integrity of the roof resulting in what the owner describes as severe property damage. I will freely admit that the value of this claim tends to vary somewhat based on whom you speak with Mr. Feldman (the owner of the warehouse), but I have seen values of over \$1.5 million claimed.

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Thank you for your kind attention to this matter.

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■ ALSO ADMITTED IN FL
□ ALSO ADMITTED IN GA
■ ALSO ADMITTED IN NC
■ ADMITTED ONLY IN GA

November 9, 2007

Steven J. Lachterman, Esq.
848 Brickell Avenue, Suite 750
Miami, Florida 33131

Re: Claim of Elan Feldman d/b/a J&J Refrigeration
Supply Co.; Claim No.: P50514607301

Dear Mr. Lachterman:

Please let this correspondence serve as a request for indemnification of our client, Comcast of Miami, Inc., from your client, Florida Sol Systems, Inc., for property damages incurred at 1050 N.W. 21st Street, Miami, Florida 33127, as a result of work performed by Florida Sol. We appreciate you taking the time in speaking with us about the matter earlier this week. We understand that you have had very little involvement with this situation up until now outside of our "oucher" letters requesting indemnification. Unfortunately, given recent developments and the history of this matter, we believe your client is at a significant risk of major exposure. As such, we would like to take this opportunity to lay out the "bare bones" of this matter and attempt to resolve the case before it takes a turn for the worse.

WORK PERFORMED BY FLORIDA SOL

On June 2, 2004, your client, Florida Sol, undertook to install an aerial cable wire at 1025 N.W. 20th Street, Miami, Florida 33127. This work was done pursuant to the Master Construction Agreement in place between Comcast of Miami, Inc. and Florida Sol Systems, Inc.

During installation, not only did Florida Sol run the cable wire physically across and touching the roof of J&J Refrigeration Supply Company located at 1050 N.W. 21st Street, Miami, Florida 33133, without the consent or knowledge of the owner of that establishment, Elan Feldman, it actually anchored the wire to the roof of building. A

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copy of documents supporting the claim that Florida Sol performed this work is attached as Exhibit "A".

DAMAGES INCURRED BY MR. FELDMAN

As a result of Florida Sol's improper anchoring of the cable wire to Mr. Feldman's roof, Mr. Feldman and his business suffered significant damage to the structure and contents of the building. Ultimately, the anchor loosened causing the cable wire to whip in high winds causing the roof to tear and become structurally unsound. Unfortunately, much of this damage was caused just prior to heavy rains and winds associated with multiple hurricanes that came through the Miami area, further exacerbating the problem.

Mr. Feldman has provided an appraisal of the cost of repairing and/or replacing the damaged roof, as well as an estimate for the replacement cost of damaged or destroyed property contained within the building. A copy of this appraisal is attached as Exhibit "B" for your review. The total estimate for replacement value comes to \$554,843.28.

DUTY TO INDEMNIFY

The Master Construction Agreement entered into between Comcast of Miami, Inc. and Florida Sol Systems, Inc. on June 1, 2003, provides that Florida Sol shall indemnify and hold harmless Comcast from any and all claims, judgments, liabilities, and damages arising out of or in connection with the performance, negligence or other wrongdoing on the part of Florida Sol, its employees, agents, servants or representatives. Section 15 of the Contract entitled, "Indemnification", lays out Florida Sol's indemnification duties in detail. A copy of this contract is attached to this correspondence as Exhibit "C" for your reference.

It is clear that any and all damages sustained by Mr. Feldman and his business is the result of the work performed by Florida Sol and, as such, Florida Sol owes a duty to Comcast of Miami, Inc. to indemnify it for the claims now being asserted by Mr. Feldman.

According to our records, Florida Sol has been put on notice of this claim and Comcast's intent to request indemnification. A copy of previous correspondence regarding this matter is attached as Exhibit "D".

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CONCLUSION

Mr. Feldman is becoming increasingly persistent that we resolve this issue. It is our belief that a formal lawsuit is imminent, complete with claims for punitive damages. It is not our intent to unduly burden your client with this matter; however, our investigation confirms that the installation of the cable wire was done without permission and damage was caused as a result. It may very well be that Mr. Feldman's claim that he sustained damages in excess of \$500,000.00 is exaggerated, but it is clear that he is entitled to some recovery in this matter.

In truth, we likely should have pursued your client for indemnification much more vigorously in the past. Nevertheless, we have now put this matter on the front burner in an attempt to protect our client, and ask that you do likewise. At this time, we respectfully request that Florida Sol provide indemnification to Comcast of Miami, Inc. for the full and total amount of Mr. Feldman's claims against Comcast of Miami, Inc. We further request that you reply to our demand within ten (10) days of the date of this correspondence.

We look forward to hearing from you and hope that we can reach an amicable resolution of this matter.

Sincerely yours,

MOORE INGRAM JOHNSON & STEELE, LLP


William R. Johnson

Angelia R. Smith

WRJ/AHS:pag
Encl.

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